



# **Request for Proposal**

**for**

## **PARC PLAN Parks, Arts, Recreation & Conservation 10-Year Comprehensive Plan**

**RFP No. 2584**

**Date issued: July 22, 2015**

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# 1. INTRODUCTION

## 1(A) City Information

The City of Lynnwood (the “City”) is located in South Snohomish County approximately fifteen (15) miles north of Seattle and twelve (12) miles south of Everett. The City serves as the primary business center of south Snohomish County. The City has a population of over 35,000 and encompasses almost eight (8) square miles in Snohomish County. A mayor-council form of government administers the City with seven (7) elected Council members and an elected Mayor. The City’s approximately 324 regular full-time employees, 17 regular part-time employees, and 139 part-time/seasonal employees provide an array of services including police, fire protection, emergency medical services, water distribution, sewage collection and treatment, street construction and maintenance, and parks and recreational facilities including a pool, a senior center, and a golf course. The City also has a municipal court and a jail facility that provide services locally and to other governmental agencies.

The Mayor directs all City operations. The City’s address is 19100 44<sup>th</sup> Avenue West, P.O. Box 5008, Lynnwood WA 98046-5008.

The City has nine (10) central departments: Fire; Police; Human Resources; Public Works; Municipal Court; Economic Development; Administrative Services; Information Services; Parks, Recreation and Cultural Arts; and Community Development.

For more information about the City of Lynnwood, visit <http://www.ci.lynnwood.wa.us>.

## 1(B) Purpose and Scope Summary

### INTRODUCTION

The City of Lynnwood (the “City”) is seeking a qualified Consultant to assist in updating the Parks, Recreation & Cultural Arts Department’s (“PRCA”) 10-year Parks, Arts, Recreation & Conservation comprehensive plan (“PARC Plan”) update. The PARC Plan will identify the City’s parks, arts, recreation and conservation (open space) needs and will outline a strategic action plan that includes a capital facilities plan and prioritizes future programming levels of service. Consultant support will include analysis of demand and need levels of service, asset valuation of existing inventory, comprehensive analysis of funding strategies for capital improvements and on-going maintenance and operations (M&O), formation of a strategic action plan, and public outreach. All areas of analysis should be segmented between the City of Lynnwood’s incorporated area and of the City’s Municipal Urban Growth Area (MUGA).

### OBJECTIVES\*

- Provide detailed analysis of City’s 10-year fiscal profile and growth projections
- Provide detailed level of service (LOS) analysis including GAP analysis for both programs and facilities
- Determine valuation of Department’s asset inventory (fixed capital, equipment, operating supplies, and public art collection)
- Provide detailed summary of funding options
- Conduct Revenue Analysis with competition analysis of funding source options
- Provide funding recommendations and a strategic action plan
- Compile a draft 10-year PARC Plan Report and conduct public outreach
- Compile a final 10-year PARC Plan Report

\*Analysis should delineate values for incorporated City of Lynnwood from MUGA future growth area

## 1(C) RFP Cover Sheet

|  |
|--|
| <p style="text-align: center;"><b>CITY OF LYNNWOOD</b><br/><b>PARC PLAN Parks, Arts, Recreation &amp; Conservation</b><br/><b>10-Year Comprehensive Plan</b><br/><b>RFP No. 2584</b><br/><b>Response Cover Sheet</b></p> |
|--|

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1. Has your company operated at least one (1) year without interruption?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does any employee or official of the City have any financial or other interest in your firm?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If selected, do you agree to execute a contract essentially the same in form as the sample contract attached as Section 7?                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does your company maintain insurance in amounts specified by City contract? (if no, this does not necessarily eliminate contractor from submittal): | <input type="checkbox"/> | <input type="checkbox"/> |

If no describe differences: \_\_\_\_\_

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 5. Has your company been in bankruptcy, reorganization or receivership in the last five (5) years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has your company been disqualified by any public agency from participation in public contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Is your company licensed to do business in the State of Washington?                             | <input type="checkbox"/> | <input type="checkbox"/> |

**Undersigned acknowledges that addenda \_\_\_\_\_ through \_\_\_\_\_ have been taken into account as part of this requirement.**

The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the contractor's representative who is legally authorized to contractually bind the contractor.

FULL LEGAL NAME OF  
COMPANY \_\_\_\_\_

TYPE OF BUSINESS    ☐ Corporation    ☐ Partnership (general)    ☐ Partnership (limited)  
                                 ☐ Sole Proprietorship    ☐ Limited Liability Company

FEDERAL EMPLOYEE ID NUMBER (FEI): \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME(PLEASE PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

**LYNNWOOD BUSINESS LICENSE** – To be obtained at award by the apparent successful contractor and at the contractor's expense. The successful contractor is responsible for compliance with Lynnwood business license requirements per LMC 5.06.01b, and 5.06.04b. Contractors may call 425-670-5159 for business license information.

## 2. RFP INSTRUCTIONS AND INFORMATION

### 2(A) RFP Timeline

| Day/Date  | Description   |
|---|---|
| <b>Wednesday<br/>July 22, 2015</b>                          | Advertisement announcing RFP placed in Everett Herald and Daily Journal of Commerce. RFP placed on City of Lynnwood website. RFPs available to contractors via email notification and access to website.  |
| <b>Monday<br/>July 27, 2015<br/>10:00 a.m. – 11:00 a.m.</b> | <b>Pre Proposal Conference</b><br><b>Located at:</b><br><b>City of Lynnwood - City Hall</b><br><b>19100 44<sup>th</sup> Avenue West, Lynnwood, WA 98036</b><br><b>Teleconference # (425) 670-5964</b>   |
| <b>Wednesday<br/>July 29, 2015</b>                          | Contractors' written questions are due  |
| <b>Monday<br/>August 3, 2015</b>                            | Answers to contractors written questions issued by addendum. These answers are those posed at the optional conference PLUS those posed on the Question Submittal Form, Section 6 by the date shown.   |
| <b>Friday<br/>August 7, 2015<br/><br/>By: 2:00 p.m.</b>     | RFP responses due to the Purchasing and Contracts Division at City Hall located at 19100 44 <sup>th</sup> Ave. W., Lynnwood, WA 98036.<br><br><b><u>Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of proposals. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means.</u></b> |
| <b>Week of<br/>August 10, 2015*</b>                         | Consultants' responses will be analyzed and scored by the evaluation team.  |
| <b>Week of<br/>August 10, 2015*</b>                         | A decision is made as to which contractor(s) will be finalists. All contractors will be notified of the City's decision.  |
| <b>Week of<br/>August 17, 2015*</b>                         | (City Optional) Finalists' references may be contacted at the City of Lynnwood's discretion.  |
| <b>Week of<br/>September 7, 2015*</b>                       | (City Optional) Finalist contractor interviews at the City of Lynnwood.   |
| <b>Week of<br/>September 7, 2015*</b>                       | Award to apparent successful contractor is made subject to successful negotiation of contract terms and conditions. Notice of award to apparent successful contractor posted on website.  |

\*estimated schedule

## 2(B) Selection and Evaluation Team

Six (6) City team members will be evaluating proposals that are received by the due date and time listed in Section 2(A).

## 2(C) RFP Buyer Contact

|                                   |   |  |
|-----------------------------------|---|--|
| <b>Cynthia Capifoni<br/>Buyer</b> | <b>Physical Address:</b><br>19100 44 <sup>th</sup> Avenue West<br>Lynnwood, WA 98036  | <b>Mailing Address:</b><br>P.O. Box 5008<br>Lynnwood, WA 98046 |
|                                   | <b>Phone:</b> (425) 670.5166<br><b>Email address:</b> ccapifoni@ci.lynnwood.wa.us<br><br>Any and all communication to the buyer relative to this requirement must be via email. |  |

## 2(D) RFP Evaluation Criteria and Submittal instructions

An evaluation team will score responses received. The City of Lynnwood reserves the right to conduct interviews, review contractor qualifications and/or demonstrations. The City reserves the right to award a contract based upon the written proposals at its sole discretion.

If an award is made as a result of this RFP, it shall be awarded to the contractor whose proposal is most advantageous to the City with price and other factors including, but not limited to, responses to the RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at contractor's site (if applicable), product samples which the City may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a contractor is responsible, or when evaluating a contractor's proposal, the following factors will be considered, any one of which will suffice to determine if a contractor is either not a responsible contractor or if the contractor's proposal is not the most advantageous to the City:

| CRITERIA                 | DESCRIPTION   | POINTS     |
|--------------------------|---|------------|
| Qualifications           | Resumes, experience, company history, description of subcontractors and their qualifications, and references. Sample reports or work product that are representative of each milestone of the scope of work outlined in this RFP. | 25         |
| Approach to work         | The proposed methodology, how will the work be performed, at what schedule, for each milestone, etc.  | 25         |
| Ability to meet schedule | Ability to perform and complete entire scope of work within 75-100 days.  | 15         |
| Pricing                  | Total price including milestones proposed pricing   | 35         |
| <b>Total</b>             | <b>Total score possible</b>   | <b>100</b> |

**2(E) Contractor shall submit a RFP response in the following format:**

1. Contractor shall create one original response (**labeled “original”**) with original signature and **3 (three) identical copies**.
2. In addition to the copies specified above the Contractor **MUST** include a CD of the entire response which shall be placed inside the front cover of the original response.
3. Proposers shall review the terms and condition of the contract, and note if any exceptions to those terms are proposed. Contractors are warned that exceptions to the terms and conditions may result in the determination that the proposal is non-responsive to the City’s requirements. Include in this response any exceptions taken to the standard contractual terms provided in this RFP.
4. Present your **qualifications** for performing this work. Describe the experience of your firm in this area; provide 3 references for similar work within the past 4 years, including contact information for each reference. Present resumes for key staff in your organization. Where work is proposed to be completed by sub-consultants, provide the same information for those firms. Limit this portion of your submittal to 4 pages outside resumes.
5. Describe in detail your approach to completing the objectives of this RFP. Include how the work may be structured to ensure timely delivery of services, what proposed work may be completed by City staff; what current documents or support your team will require; how you would accomplish each phase of the work. Propose a clear order of work, schedule of milestones and optional work not required but recommended by your firm. Provide reference samples of similar work for each milestone.
6. Complete Pricing schedule (see 5A)
7. The RFP name must be shown on the lower left-hand corner of the box.
8. The **original and each of the 3 (three) copies** shall be indexed with tabs as follows:

| Tab # | Section | Description                       |
|-------|---------|-----------------------------------|
| 1     | 1C      | RFP Cover Sheet                   |
| 2     | 4A      | Single Point of Responsibility    |
| 3     | 4B      | Answers to General Questions      |
| 4     | 4C      | Answers to Technical Requirements |
| 5     | 5A-B    | Pricing Schedule (Section 5A-B)   |
| 6     | Pg. 28  | Contract Review Acknowledgement   |
|       |         |                                   |

***This checklist is intended merely as an aid to the Contractor in providing a response to this RFP. The Contractor retains the sole responsibility for accuracy and completeness of the response.***

## **2(F) Notices and Response Criteria**

### 2(E)1 Good Faith

This RFP has been compiled in good faith to be a complete description of the work to be performed. The request for proposals is not amended by verbal discussions, only by addenda issued by the City.

### 2(E)2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

### 2(E)3 Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

### 2(E)4 Property of the City

Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful contractor.

### 2(E)5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any contractor(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the City.

### 2(E)6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful contractor.

### 2(E)7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative regularities contained in any proposal.

### 2(E)8 Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City, the RFP may be cancelled.

### 2(E)9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any contractor. The release of this RFP does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits or proceeding with an award.

### 2(E)10 Right to Award

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the contractor can offer.

### 2(E)11 Withdrawal of Proposals

Contractors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the contractor must be submitted to the RFP Coordinator. The contractor may submit another proposal at any time up to the proposal closing date and time.

#### 2(E)12 Non-Endorsement

As a result of the selection of a contractor to supply products and/or services the City is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

#### 2(E)13 Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a contractor's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected contractor has been given an opportunity to seek a court injunction against the requested disclosure.

#### 2(E)14 Errors in Proposal

The City will not be liable for any errors in contractor proposals. Contractors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the contractor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Contractors are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a contractor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFP Coordinator will review the work sheets and if the RFP Coordinator is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the contractor may be relieved his/her proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

#### 2(E)15 Funding

Any contract entered into as a result of this RFP is contingent upon the continued funding by the City of Lynnwood.

#### 2(E)16 Terms of Payment

The City's terms of payment are Net 30. Payment will be made within thirty (30) days upon receipt of an undisputed invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A contractor may submit an invoice for partial shipments or progress payments. All invoices must be submitted to:

**City of Lynnwood  
Accounts Payable  
P O Box 5008  
Lynnwood, WA 98046-5008**

#### 2(E)17 Title VI of the Civil Rights Act of 1964

The City of Lynnwood in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that

in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for award.

### **3. SCOPE OF SERVICES**

**Contractor shall submit a response to each item in the below Scope of Services. Responses shall be formatted as indicated in Section 2 of this document.**

#### **3(A) Introduction**

The City of Lynnwood (the “City”) is seeking a qualified Consultant to assist in updating the Parks, Recreation & Cultural Arts Department’s (“PRCA”) 10-year Parks, Arts, Recreation & Conservation comprehensive plan (“PARC Plan”) update. The PARC Plan will identify the City’s parks, arts, recreation and conservation (open space) needs and will outline a strategic action plan that includes a capital facilities plan and prioritizes future programming levels of service. Consultant support will include analysis of demand and need levels of service, asset valuation of existing inventory, comprehensive analysis of funding strategies for capital improvements and on-going M&O, formation of a strategic action plan, and public outreach. All areas of analysis should be segmented between the City of Lynnwood’s incorporated area and of the City’s Municipal Urban Growth Area (MUGA).

#### **3(B) Objectives\***

- Provide detailed analysis of City’s 10-year fiscal profile and growth projections
- Provide detailed level of service (LOS) analysis including GAP analysis for both programs and facilities
- Determine valuation of Department’s asset inventory (fixed capital, equipment, operating supplies, and public art collection)
- Provide detailed summary of funding options
- Conduct Revenue Analysis with competition analysis of funding source options
- Provide funding recommendations and a strategic action plan
- Compile a draft 10-year PARC Plan Report and conduct public outreach
- Compile a final 10-year PARC Plan Report

\*Analysis should delineate values for incorporated City of Lynnwood from MUGA future growth area.

#### **3(C) Scope of Services**

##### **PHASE 1 – PROFILE & LEVEL OF SERVICE STUDY**

##### **Task 1 – Prepare Fiscal & Growth Profile**

Consultant will prepare a 10-year fiscal and growth projection profile of Lynnwood and its surrounding MUGA using existing City budget documents, assessed value projections, and GMA population growth estimates to project future revenues for PRCA. Profile shall include future anticipated development activity and provide insights into the open space needs to future residents and neighborhoods specifically in the regional urban growth centers.

##### **Task 2 – Asset Inventory Valuation Assessment**

Assist PRCA staff in determining and completing an asset inventory and determine valuation of the existing inventory of all capital fixed assets, equipment, operating supplies and public art collection. Analysis of asset value may use a combination of land value, market rate value, improvement value, and/or replacement value dependent upon the type of asset. Assessment should include an updated appraisal of the value of the City’s Public Art Collection (approximately 100 pieces).

Optional Study: Consultant to perform additional analysis to determine the total value of PRCA assets by including value-added impacts to the City such as revenue-producing factors (i.e. property value, increased tourism), cost-saving factors (e.g. environmental values and health opportunities or values), and wealth-increasing factors (e.g. property value increases attributed to park proximity).

### **Task 3 – Level of Service & GAP Analysis**

Conduct a Level of Service Study (LOS) for Lynnwood parks, trails, open space and recreation programs, which is needed to determine community's demand and needs. The current LOS standards and policies need to be revised to be understandable and meaningful to the community and in alignment with the City's vision. The intent of this study is to provide a basis for decision-making and project prioritization in development of the PARC Plan for a 10-year span. Analysis should include demand; defined acquisition/development standards for level of service; defined planning standards for type of parks, amenities, conservation/open space, trail, and wildlife habitats; trends; neighborhood densities and demographic features; geographic area maps; deficiency areas; and provide policy recommendations for acquisition and development standards. Specific detail should be included to differentiate the LOS and GAPs of the City with existing boundaries and its regional urban growth centers from those of the MUGA areas.

## **PHASE 2 – FUNDING STUDY & RECOMMENDATIONS**

### **Task 1 – Prepare Funding Options Profile**

Consultant will prepare a report defining all available local, state and federal funding options including any new innovative or entrepreneurial trends. Report shall specifically include governance models and boundary options available for a Municipal Park District.

### **Task 2 – Revenue Analysis**

Consultant will detail 10-year revenue projections for each funding option provided in the profile. Analysis should account for population growth targets and delineate projections for MUGA area. Consultant will review the current business plan for the Recreation Division including the Recreation Center, Senior Center, and athletic facilities and provide recommendations on revenue projections, fees and charges opportunities, and performance indicators. Analysis should include review of bond/levy financing competition from other currently planned or potential future tax changes from Sound Transit 3, Transportation Benefit District, School District 2016 levy and 2020 bond, potential Regional Fire Authority, State revenue changes, and all other local taxing authorities (i.e. transit, fire, hospital, school district).

### **Task 3 – Report Recommendations**

Provide recommendations for funding strategies and options linked to the PARC Plan's planned/future level of service for facilities and programs. Options should be itemized by project, prioritized, and placed in a matrix that demonstrates competition for financing resources, estimated revenue, and likelihood of success.

## **PHASE 3 – PARC PLAN REPORT**

### **Task 1 – PARC Plan Strategic Action Plan**

Assist Department staff to compile, sort and prioritize a 10-year strategic action plan that addresses current and future facility and program needs and is in alignment with the City's Community Vision, demographic shifts, and survey results.

Staff will provide:

- Survey and outreach data
- Capital Project List
- Program Needs
- Community Vision

### **Task 2 – Capital Facilities Plan**

Assist Department staff in creating a comprehensive Capital Facilities Plan that addresses deferred maintenance, life cycle planning, and proper funding mechanism and/or management strategies.

Staff will provide:

- Current Capital Facilities Project list with cost projections
- Asset Inventory list with estimated replacement timeframes
- Existing equipment renewal and replacement program detail

### **Task 3 – Compile PARC Plan Report**

Assist Department staff to assemble Consultant's work with staff-provided content into a detailed 10-year comprehensive plan (see Report Outline, **EXHIBIT A - PARC Plan Outline**). Report shall be consistently formatted and provide charts and graphics to visually depict data sets.

Staff will provide:

- Written content and datasets for items indicated on Report Outline

### **Task 4 – Present Findings/Report**

Assist Department staff to host two community open houses to preview the draft report and its findings by providing the draft executive summary (printed copies), creating display boards or graphic handouts depicting each major component of the plan (e.g. future capital projects, strategic actions, future funding options) and compiling public comments. Make a final PARC Plan report to the Planning Commission and the City Council detailing the Plan's approach, prioritization, strategic actions, and funding strategy recommendations.

### **OPTION FOR ADDITIONAL WORK**

At any time during the scope of work execution, the City may modify the executed contract to update the Parks, Recreation & Cultural Arts Department's ("PRCA") 10-year Parks, Arts, Recreation & Conservation comprehensive plan ("PARC Plan") with an addendum. The addendum will serve to incorporate optional services and or requirements that the Consultant and City determine relevant and necessary to complete or add to the original Scope of Work.

## **EXHIBIT A – PARC Plan Outline**

1. Acknowledgements / Contributors
2. Table of Contents / Appendices / Lists of Figures & Tables
3. Executive Summary (serves as a pull-out summary)
4. \*Introduction
  - a. Community Profile – demographics, health profile, history, projected growth
  - b. Planning context
  - c. Planning process
5. Existing Level of Service - Facilities
  - a. Classifications & Standards
  - b. Valuation
  - c. Life cycle & replacement cost
6. \*Program/Operations Profiles [ELOS]
  - a. Golf
  - b. Parks
  - c. Recreation
  - d. Community Programs
7. \*Community Report Card & Needs
  - a. Outreach / Stakeholders
  - b. Outreach survey
  - c. Statistically valid survey
8. Future Level of Service - Facility
  - a. Analysis
    - i. Geographic [GAP]
    - ii. Demand
    - iii. Standards
    - iv. trends
  - b. Standards [policy]
    - i. Acquisition standards
    - ii. Development standards
9. Future Level of Service - Program
  - a. Golf
  - b. Parks
  - c. Recreation
  - d. Community Programs
10. Implementation Action Plan
  - a. Recommendations
  - b. Revenue Options  
Recommendations
  - c. Capital Facilities Plan
  - d. ER&R Strategies

\*Items to be provided by staff

### **Datasets**

- Existing Budget
- Stakeholder comments
- Proragis & ICMA
- Outreach survey
- Mail survey
- Asset inventory & valuation
- Lifecycle replacement projections
- Financials
- Population growth
- Community Health Profile
- Park Maps w/ amenity inventory
- SEPA Review

## **4. ADDITIONAL INFORMATION**

### **4(A) Single Point of Responsibility/Accountability**

4(A)1. The City's expectation is to have a single point of contact, i.e. a single point of authority and a single contracting entity for this project. This is of a critical nature for this RFP; a contract will NOT be awarded to a contractor who does not have this single point of accountability. Indicate your understanding of and compliance with this requirement.

### **4(B) General Questions**

4(B)1. Provide the key contact name, title, address, telephone and fax numbers. Provide resumes for owners and key sales personnel.

4(B)2. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

### **4(C) Technical requirements (if applicable)**

4(C)1. Ability to use current ERSI GIS mapping tools to provide geographic service areas.

## 5. RATE SCHEDULE

### 5(A) Pricing Schedule

Provide the associated COST FOR EACH portion of the work if conducted as stand-alone study packages.

| NO. | Milestone                             | Description   | Cost |
|-----|---------------------------------------|---|------|
| 1   | Fiscal & Growth Profile               | Prepare 10-year fiscal profile and growth projections for Lynnwood and MUGA areas.  | \$   |
| 2   | Asset Inventory Valuation Study       | Assist staff to compile a complete asset inventory, and determine valuation of inventory including appraisal of the public art collection.  | \$   |
| 3   | Total Asset Valuation Study           | Perform analysis to capture the department's asset's value-added impacts, cost-saving factors and wealth-increasing factors.  | \$   |
| 4   | Level of Service Study & GAP Analysis | Conduct a level of service study including a GAP analysis of Lynnwood's parks, trails, open space and recreation programs.  | \$   |
| 5   | Funding Study                         | Prepare a funding options profile with a 10-year revenue and competition analysis for each option and provide funding recommendations for the PARC plan's priorities.                                       | \$   |
| 6   | Strategic Action Plan                 | Compile, sort and prioritize a 10-year strategic action plan.   | \$   |
| 7   | Capital Facilities Plan               | Create a comprehensive capital facilities plan that addresses deferred maintenance, life cycle planning, and recommendations for future maintenance and management strategies.                              | \$   |
| 8   | PARC Plan Report                      | Compile all staff provided materials, data and consultant furnished work product into a draft report. Present draft report and findings at two community meetings and two public hearings. Finalize Report. | \$   |

|                   |           |
|-------------------|-----------|
| <b>TOTAL COST</b> | <b>\$</b> |
|-------------------|-----------|

**5 (B) The total price if entire scope is completed. Proposed pricing MUST include all costs to complete the work. There will be NO reimbursement for any travel or ancillary work.**

☒ A: This bid includes no reimbursable expenses.

## 6. QUESTION SUBMITTAL FORM

Questions regarding this RFP must be submitted in writing, in MS Word format on the form provided in this Section 6 (below) and returned via: email to the RFP Coordinator listed in Section 2(C), and only during the allotted timeframe detailed in the timeline, Section 2(A). Only **ONE** question per form is permitted; duplication of the form is acceptable in the event you have more than one question.

Answers to all pertinent questions from all Contractors will be returned to all RFP participants without identifying the Contractor making the inquiry.

**START BELOW HERE --- use “CUT” and then “PASTE” to another MS Word document**

|   |                    |
|---|--------------------|
| PARC PLAN<br>Parks, Arts, Recreation & Conservation<br>10-Year Comprehensive Plan<br>RFP No. 2584 | RFP Questions Form |
|---|--------------------|

|                            |  |                  |  |
|----------------------------|--|------------------|--|
| RFP Section and Paragraph: |  | RFP Page Number: |  |
| Submitted By:              |  | Date Submitted:  |  |
| Email:                     |  | Phone:           |  |
| Company Name:              |  |                  |  |

**Question:**

**All contractors are required to direct their questions to the RFP Buyer listed in Section 2(C). Only one question per form is permitted.**



## PROFESSIONAL SERVICES CONTRACT

### CITY OF LYNNWOOD

**TITLE: PARC PLAN  
CONTRACT # 2584**

---

This Contract, dated effective the **xxx** of **xxxxxxx**, 2015 and is made and entered into by and between the City of Lynnwood ("the City") and **xxxxxxxxxxxxxxxx** ("Contractor").

Company Name:  
Contact Name:  
Contractor Address:  
Contractor Phone:  
Contractor Fax:  
Contractor e-mail:

**WHEREAS**, the City desires to hire a XXXXXX; and

**WHEREAS**, public convenience and necessity require the City to obtain the services of a Contractor with XXXXXX experience; and

**WHEREAS**, the City finds that Contractor is qualified to perform and is experienced in performing the required services; and

**WHEREAS**, the City desires to engage the Contractor to XXXXXX;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**1. Employment of Contractor.**

The City retains the Contractor to provide the services described in Exhibit A, Scope of Work, which is incorporated into this Contract by reference (the "Work"). Any inconsistency between this Contract and the Scope of Work shall be resolved in favor of this Contract. The

City of Lynnwood's **RFP** for **PARC Plan #2584** dated **date of issue** and **name** response to **RFP # 2584**, dated **date of response / quote** are incorporated into this document by reference.

The City may revise the Work and the compensation only by a written Amendment signed by both parties.

The project manager(s) of the Work shall be Sarah Olsen. The project manager(s) shall not be replaced without the prior written consent of the City.

Work shall commence when the City issues a notice to proceed or purchase order and it shall be completed no later than that completion date is extended in writing by the City.

## **2. Compensation.**

- A. The total compensation to be paid to Contractor, including all services and expenses, shall not exceed xxxxxx as shown on Exhibit B, which shall be full compensation for the Work. Contractor shall notify the City when its requests for payment reach eighty-five percent (85%) of the total compensation.
- B. The Contractor shall be paid in such amounts and in such manner as described in Exhibit B.
- C. Contractor shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses listed in Exhibit C or those expenses that are approved for reimbursement by the City in writing before the expense is incurred. If overnight lodging is authorized, Contractor shall lodge within the corporate limits of City.

## **3. Term of Contract.**

The term of this contract shall be XXX (X) years (until xxxxxx) with XX (XX) additional XX(X) year renewal terms, upon mutual written agreement by both parties.

## **4. Request for Payment.**

- A. Not more than once every thirty (30) days the Contractor shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed, and an itemization of Eligible Expenses with copies of receipts and invoices. The City's terms of payment are Net 30 days upon receipt of an undisputed invoice.
- B. All requests for payment should be sent to:  
City of Lynnwood  
Attn: Accounts Payable  
PO Box 5008  
Lynnwood, WA 98046-5008

## **5. Work Product.**

The Contractor shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the City, the information is found to be unacceptable, Contractor, at its expense, shall expeditiously correct such unacceptable work. If Contractor fails to correct unacceptable work, the City may withhold

from any payment due an amount that the City reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and intangible property created in furtherance of the Work, and any intellectual property in such documents, are property of the City and may be used by the City for any purpose; provided that re-use without Contractor's permission shall be at the City's sole risk.

**6. Termination of Contract.**

City may terminate this Contract by sending a written notice of termination to Contractor ("Notice") that specifies a termination date ("Termination Date") at least fourteen (14) days after the date of the Notice. Upon receipt of the Notice, the Contractor shall acknowledge receipt to the City in writing and immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Contractor's material breach, the Contractor shall be paid or reimbursed for all hours worked and Eligible Expenses incurred up to the Termination date, less all payments previously made; provided that work performed after date of the Notice is reasonably necessary to terminate the Work in an orderly manner. The Notice may be sent by any method reasonably believed to provide Contractor actual notice in a timely manner.

This Contract is contingent upon the City Council's appropriation of sufficient funds for the Work contemplated under this Contract. In the event that sufficient funds are not appropriated for the Work, the City shall have the right to terminate the Contract, effective immediately, without termination charge or other liability, by providing written notice of termination to Contractor.

**7. Assignment of Contract – Subcontractors.**

Contractor shall not assign this contract or sub-contract or assign any of the Work without the prior written consent of the City.

**8. Indemnification.**

To the extent provided by law and irrespective of any insurance required of the Contractor, the Contractor shall defend and indemnify the City from any and all Claims arising out of or in any way relating to this Contract; provided, however, the requirements of this paragraph shall not apply to that portion of such Claim that reflects the percentage of negligence of the City compared to the total negligence of all persons, firms or corporations that resulted in the Claim.

Contractor agrees that the provisions of this Paragraph 8 apply to any claim of injury or damage to the persons or property of Contractor's employees. As to such claims and with respect to the City only, Contractor waives any right of immunity, which it may have under industrial insurance

(Title 51 RCW and any amendment thereof or substitution therefore). THIS WAIVER IS

SPECIFICALLY NEGOTIATED BY THE PARTIES AND IS SOLELY FOR THE BENEFIT OF THE CITY AND CONTRACTOR.

As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives; (2) "Contractor" includes employees, agents, representatives sub-contractors; and (3) "Claims" include, but is not limited to, any and all losses, claims, causes of action, demands, expenses, attorney's fees and litigation expenses, suits, judgments, or damage arising from injury to persons or property.

Contractor shall ensure that each sub-contractor shall agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

**9. This Section Left Intentionally Blank**

**0. Independent Contractor.**

The Contractor is an independent Contractor responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by Contractor shall not acquire any rights or status regarding the City.

**11. Employment.**

The Contractor warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right either to terminate this Contract without liability or to deduct from the Contract price or consideration or to otherwise recover, the full amount of such consideration.

**12. Audits and Inspections.**

The Contractor shall make available to the City during normal business hours and as the City deems necessary for audit and copying all of the Contractor's records and documents with respect to all matters covered by this Contract.

**13. City of Lynnwood Business License.**

Contractor may be required to obtain a City of Lynnwood business license before performing any Work. The cost of obtaining the business license is at the expense of the Contractor and shall not be reimbursed by the City. Please access the business license requirements and information at "*Get Your Business License*" which can be obtained on the City's website at [www.ci.lynnwood.wa.us](http://www.ci.lynnwood.wa.us).

**14. Compliance with Federal, State and Local Laws.**

Contractor shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the Work.

**15. Waiver.**

Any waiver by the Contractor or the City of the breach of any provision of this Contract by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

**16. Complete Contract.**

This Contract contains the complete and integrated understanding and Contract between the parties and supersedes any understanding, Contract or negotiation whether oral or written not set forth herein.

**17. Modification of Contract.**

This Contract may be modified by a Change Order as provided in Section 1, or by a writing that is signed by authorized representatives of the City and the Contractor.

**18. Severability.**

If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Contract shall remain in full force and effect.

**19. Notices.**

A. Notices to the City of Lynnwood shall be sent to the following address:

City of Lynnwood  
Purchasing and Contracts Division  
P.O. Box 5008  
Lynnwood, WA 98046

B. Notices to the Contractor shall be sent to the following address:

XXXXXXX

**20. Venue.** This Contract shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Contract shall be in Snohomish County.

**IN WITNESS WHEREOF**, the City and Contractor have executed this Contract as of the date first above written.

**CITY OF LYNNWOOD**

**XX CONTRACTOR NAME XX**

\_\_\_\_\_  
Nicola Smith, Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **EXHIBIT A – SCOPE OF WORK**

**EXHIBIT B – Compensation**  
**xxxxxxxx**

## **EXHIBIT C – INSURANCE REQUIREMENT**

Contractor must provide insurance as follows:

- A. Contractor shall comply with the following conditions and procure and keep in force at all times during the term of this Contract, at Contractor's expense, the following policies of insurance with companies authorized to do business in the State of Washington. The Contractor's insurance shall be rated by A. M. Best Company at least "A" or better with a numerical rating of no less than seven (7) and otherwise acceptable to the City.
  1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Contractor shall require each sub-contractor to provide Workers' Compensation Insurance for its employees, unless the Contractor covers such employees.
  2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Contract may be substituted for this insurance requirement.
  4. Each policy shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City.

Upon written request to the City, the insurer will furnish, before or during performance of any Work, a copy of any policy cited above, certified to be a true and complete copy of the original.

- B. Before the Contractor performs any Work, Contractor shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Lynnwood, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Contract and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Contractor's obligations to fulfill the requirements.
- C. Contractor shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Contractor shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- D. In case of the breach of any provision of this section, the City may provide and maintain at the expense of Contractor insurance in the name of the Contractor and

deduct the cost of providing and maintaining such insurance from any sums due to Contractor under this Contract, or the City may demand Contractor to promptly reimburse the City for such cost.

### **CONTRACT REVIEW ACKNOWLEDGEMENT**

This sample Contract has been reviewed and

( ) is acceptable

( ) is acceptable as noted

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Contractor \_\_\_\_\_

Date \_\_\_\_\_